

CONTRACT NO. 00029971
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3975
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Instrumental Sciences
571 Jackson Ave
Livermore, CA 94550

Effective Date: 02/23/2004

To: Dan Mieskalski
Phone: (925) 292-8711
Fax No.: (240) 255-3269

Completion Date: 02/22/2005

1. STATEMENT OF WORK

- 1.1. Instrumental Sciences (Subcontractor) shall furnish the services listed in Statement of Work, SOW-1738, Revision 3, dated 03/16/2004, and entitled "Repair of Jobin-Yvon ICPs," in accordance with the requirements, terms and conditions specified or referenced in this Contract.

2. RESOURCES

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, and equipment, necessary to fulfill the requirements of this Contract, except as otherwise specified.

3. APPLICABLE DOCUMENTS

- 3.1. The following documents are incorporated into, and become a part of, this Contract:

- 3.1.1. Statement of Work, SOW-1738, Revision 3, dated 03/16/2004, and entitled "Repair of Jobin-Yvon ICPs."
- 3.1.2. Subcontractor Requirements Manual, required parts identified in Form 540.10, "Subcontractor Requirements Manual (SRM) Applicability," applicable to Contract No. 00029971 (<http://www.inel.gov/procurement/subcontractor-info.asp>). The Subcontractor and all lower-tiers shall perform work in accordance with the SRM, to the extent specified therein. The Subcontract Administrator (SA) shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the SA within 15 days of the notification if any

Subcontract Administrator: Derek Flynn	Telephone: (208) 526-1951	Fixed Price: [REDACTED]
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 5 Days

Billing Address:
Accounts Payable
BBWI
P. O. Box 1625
Idaho Falls, ID 83415-3117
Derek Flynn

Signed: D.M. FLYNN 03/16/2004
Bechtel BWXT Idaho, LLC Date

Title: Subcontract Administrator

Signed: D. Mieskalski 3/17/2004
(Subcontractor's Official) Date

Title: Service Manager

Return one signed copy of this Contract to BBWI.

Bechtel BWXT Idaho, LLC
Contract No. 00029971
(Continuation Sheet)
Page 2 of 4

an assessment of the cost or schedule impact associated with the SRM change. The SA shall provide direction to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause.

3.1.3. Form 540.33, "Information/Change Request."


3.1.4. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

4. TERMS AND CONDITIONS

- 4.1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Nonconstruction Subcontracts and Purchase Orders, Form PROC-183 Rev. April 2003. Note: BBWI's General Provisions are available at the following Internet address:
<http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.2. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. Hazards Training: Pursuant to 29 CFR 1910.1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.
- 4.4. Responsibility of Subcontractor: Subcontractor shall be responsible for the professional quality and technical accuracy of services provided under this Contract. Subcontractor shall perform all rework required due to errors and/or omissions by Subcontractor's personnel at no charge to BBWI. Neither BBWI's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Subcontractor shall be and remain liable to BBWI in accordance with applicable law for all reperformance of services caused by Subcontractor's own negligent performance of any of the services furnished under this Contract or any errors, omissions, or deficiencies. The rights and remedies of BBWI provided for under this Contract are in addition to any other rights and remedies provided by law. If Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. This paragraph takes precedence over all other clauses, provisions or articles in this Contract or applicable General Provisions.
- 4.5. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with

Bechtel BWXT Idaho, LLC
Contract No. 00029971
(Continuation Sheet)
Page 3 of 4

satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.

- 4.6. Supplier Performance Evaluation System (SPES): BBWI evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status. Information concerning the SPES is available for review at : <http://www.inel.gov/procurement/subcontractor-info.asp>. Select INEEL Supplier Management Program.
- 4.7. Anti-Kickback Act: By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 4.8. Information Change Requests: All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Subcontract Administrator. Form 540.33 is available at: <http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.9. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.
5. **PRICE**
 - 5.1. The firm-fixed price of this Contract is 
6. **COMPLETION DATE**
 - 6.1. This Contract shall be in effect through 02/22/2005.
7. **INSPECTION/ACCEPTANCE**
 - 7.1. Inspection of material, equipment or services under this Contract will be performed at the INEEL. Acceptance under this Contract occurs as periodic maintenance and repairs are completed and satisfactory operation is demonstrated to the BBWI Technical Representative.
8. **ADMINISTRATION**
 - 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Dan Mieskalski.
 - 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Derek Flynn, or an authorized Subcontract Administrator named herein or Procurement Manager.
 - 8.3. Technical Representative. All work performed under this Contract shall be subject to the technical direction of Ronald Harris.
 - 8.4. Notices: Any notice provided for this action shall be considered as having been given:


Bechtel BWXT Idaho, LLC

Contract No. 00029971

(Continuation Sheet)

Page 4 of 4

- 8.4.1. To BBWI, if mailed electronically via e-mail ("fln@inel.gov") or fax, or if delivered personally to Derek Flynn, or if mailed by U. S. Mail addressed to Derek Flynn, Bechtel BWXT Idaho, LLC, Mailstop 3975, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3975; or
- 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 571 Jackson Ave, Livermore, CA 94550.

Identifier: SOW-1738 Revision: 3 Date: 03/16/2004 Page: 1 of 3	STATEMENT OF WORK FOR REPAIR OF JOBIN-YVON ICPS	 INEEL Idaho National Engineering and Environmental Laboratory
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1. SCOPE

1.1 Introduction

Bechtel BWXT Idaho, LLC. owns two Ultracore ICPs (JY-138 & JY-238), which are used to quantify metal concentrations in various samples in solution for a variety of INEEL projects. These ICPs require periodic repair and preventative maintenance to insure proper instrument operation and prevent avoidable project down time.

1.2 Work Included

- 1.2.1 Subcontractor shall schedule, in consultation with the owner, two routine service calls for the purpose of providing preventative maintenance.
- 1.2.2 Subcontractor shall provide repair services, if a problem cannot be resolved through telephone technical support or remote diagnostics. Subcontractor shall send a service engineer within two working days to effect repairs. Subcontractor may perform preventative maintenance at the time of repair services.

1.3 Work Not Included

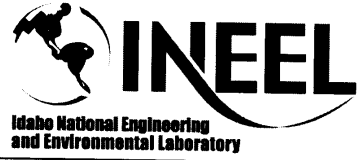
- 1.3.1 Repair services not covered in this scope, as described under section 3., Technical and Functional Requirements, will be coordinated and negotiated under separate Contract.
- 1.3.2 Expenses incurred to attend training mandated by INEEL are not covered by this Contract and will be coordinated and negotiated under separate Contract or Amendment to the Contract.

2. APPLICABLE CODES, PROCEDURES, AND REFERENCES

None

3. TECHNICAL AND FUNCTIONAL REQUIREMENTS

- 3.1 All parts (except consumables, computer & computer accessories) replaced during routine preventative service or repair visits are included in the cost of the Contract. Parts of new or like-new quality and serviceability shall be provided.
- 3.2 Only equipment purchased from JY Horiba or Instrumental Sciences is covered under this work scope.

Identifier: SOW-1738 Revision: 3 Date: 03/16/2004 Page: 2 of 3	STATEMENT OF WORK FOR REPAIR OF JOBIN-YVON ICPS	
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3.3 Following four months of service or any time thereafter, if individual items cannot be properly repaired due to excessive wear, deterioration, or obsolescence, Subcontractor may withdraw the item(s) from coverage upon ninety days written notice.

3.4 Service Limitations: The following services are not included in the scope of work.

3.4.1 Requests for service outside INEEL's normal working hours.

3.4.2 Services required due to improper treatment or use of equipment.

3.4.3 Unauthorized attempts by other than Subcontractor personnel to repair or modify the equipment.

3.4.4 Causes external to Subcontractor supplied and/or maintained equipment.

4. ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY ASSURANCE REQUIREMENTS

4.1 Environmental

None

4.2 Safety and Health

4.2.1 As per Job Safety Analysis (JSA) # ORT-ALD-5, provided by BBWI.

4.2.2 Jobin-Yvon personnel will be escorted at all times by BBWI laboratory personal.

4.2.3 Jobin-Yvon personnel will not be allowed to work in the ICP's torch compartment.

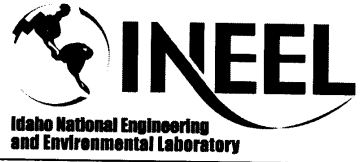
4.3 Quality Assurance/Control

None

5. RESPONSIBILITIES

5.1 Subcontractor Responsibilities:

5.1.1 All travel expenses, labor and living expenses, incurred for the purpose of providing preventative or repair services shall be the responsibility of the Subcontractor and will not be paid by the Contractor.

Identifier: SOW-1738 Revision: 3 Date: 03/16/2004 Page: 3 of 3	STATEMENT OF WORK FOR REPAIR OF JOBIN-YVON ICPS	
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- 5.1.2 Subcontractor (at its option) shall supervise the dismantling and reinstallation of equipment. Subcontractor shall be under no obligation to continue service if equipment is moved without Subcontractors prior written approval.

5.2 Contractor Responsibilities:

- 5.2.1 Use of routine operation and maintenance procedures, as outlined in regular instruction manual(s), or as recommended to the customer by Subcontractor.
- 5.2.2 Contractor will notify Subcontractor thirty (30) days prior to moving equipment. Labor and materials provided by the Subcontractor during the movement of equipment will be coordinated, negotiated and paid under separate Contract or Amendment to the Contract.
- 5.2.3 Ensure that only qualified and trained personnel operate the equipment.
- 5.2.4 Ensure that a Contractor representative is present during service.

6. DELIVERABLE SCHEDULE

None

7. SUBMITTALS

None

8. ACCEPTANCE

Inspection of material, equipment or services under this Contract will be performed at the INEEL. Acceptance under this Contract occurs as periodic maintenance and repairs are completed and satisfactory operation is demonstrated to the BBWI Technical Representative.

9. APPENDICES

None

10. ATTACHMENTS

None